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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

AMAZON.COM, INC., a Delaware corporation,  
and AMAZON TECHNOLOGIES, INC., a  
Nevada corporation,

Case No. 3:23-cv-05580-TLT

**MOTION FOR ENTRY OF  
STIPULATED PERMANENT  
INJUNCTION AND ORDER  
RETAINING JURISDICTION**

V.  
UMER WASIM, et al

## Plaintiffs,

v.  
UMER WASIM, *et al.*,

## Defendants.

1                   **MOTION FOR ENTRY OF STIPULATED PERMANENT INJUNCTION**  
 2                   **AND ORDER RETAINING JURISDICTION**

3                   Pursuant to the previously-filed Notice of Settlement, Plaintiffs Amazon.com, Inc. and  
 4                   Amazon Technologies, Inc. (collectively, “Amazon”) and Defendants Umer Wasim and  
 5                   Teknoby Digital LLC (collectively, “the Defendants”), by and through themselves and their  
 6                   respective counsel of record, hereby stipulate and agree to entry of the below order. Upon  
 7                   entry of the order, Amazon will file a notice of voluntary dismissal within seven days.

8  
 9                   DATED: February 14, 2025

10                  DAVIS WRIGHT TREMAINE LLP  
 11                  Attorneys for Amazon.com, Inc. and  
 12                  Amazon Technologies, Inc.

13                  MILORD LAW GROUP, P.C.  
 14                  Attorneys for Umer Wasim and  
 15                  Teknoby Digital LLC

16                  By s/ Bonnie E. MacNaughton  
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38                   **Signature Attestation Pursuant to Local Rule 5-1(h)(3)**

39                  I, John Freed, attest that all other signatories listed, and on whose behalf this filing is  
 40                  submitted, concur in the filing’s content and have authorized the filing.

41                  Dated: February 14, 2025

42                  By: /s/John D. Freed

**1 ORDER ENTERING PERMANENT INJUNCTION & RETAINING JURISDICTION**

2 Pursuant to the parties' joint motion and stipulation for permanent injunction, IT IS  
 3 HEREBY ORDERED that Defendants Umer Wasim and Teknobyl Digital LLC, and their  
 4 directors, principals, officers, successors and assigns, and all others in active concert or  
 5 participation with them, are enjoined and restrained from:

6 1. Using any trademarks registered by or otherwise associated with Amazon (the  
 7 "Amazon Trademarks") or any simulation, reproduction, counterfeit, copy, or colorable imitation  
 8 of them, in any manner in connection with any advertising, marketing, offer for sale, promotion,  
 9 display, publication, website, email, or software, without Amazon's prior written consent (which  
 10 it has sole discretion to provide or withhold for any reason);

11 2. Using any false designation of origin or false or misleading description or  
 12 representation that can or is likely to lead the trade or public or individuals erroneously to believe  
 13 that any website, email, advertisement, pop-up, or other marketing material has been produced,  
 14 distributed, displayed, licensed, sponsored, approved or authorized by or for Amazon, when such  
 15 is not true in fact;

16 3. Engaging in any other activity constituting an infringement or dilution of any of  
 17 the Amazon Trademarks, or of Amazon's rights in, or right to use or to exploit, such trademarks  
 18 or services marks;

19 4. Engaging in any other conduct involving the unauthorized use of Amazon  
 20 Trademarks or other indicia of Amazon's brand to defraud or otherwise obtain payment from  
 21 Amazon customers or other members of the public; and

22 5. Aiding, assisting, or abetting any other person or business entity in engaging in or  
 23 performing any of the activities listed above.

24 Upon entry of voluntary dismissal, this Court will retain jurisdiction to enforce the terms  
 25 of settlement between the parties.

26 DATED THIS \_\_\_\_ day of \_\_\_\_\_, 2025.

27 \_\_\_\_\_  
 Hon. Trina L. Thompson  
 UNITED STATES DISTRICT JUDGE